

Regular Donation Service Agreement

This document outlines our Regular Donation service commitment to you, with respect to the Regular Donation Form and arrangement made between Diabetes Australia ABN 47 008 528 461 and you.

Please contact us directly regarding any of the matters described below on **1800 800 977** or at **cureclub@diabetesaustralia.com.au**

Debiting or charging *your account*

We will only arrange for funds to be debited or charged from *your account* if we have received an authorised *regular donation form* that requests the amount payable by *you* to *us*. We will debit/charge your account on the next *regular donation banking day* (as determined by us) after receiving your request. If *you* are unsure about which day *your account* has or will be debited *you* can contact *us*.

Changes by *you*

By completing a *regular donation form* you have authorised *us* to arrange for funds to be debited or charged from *your account*. *You* may change the arrangements by contacting *us*. If *you* wish to alter, stop or defer a *donation payment* you must notify *us* in writing at least seven (7) days before the next *regular donation banking day*.

Your donation request

By signing a *regular donation form*, *you* have authorised *us* to arrange for funds to be debited/charged from *your account*. It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *donation payment* to be made in accordance with the *regular donation form*. It is *your* responsibility to notify *us* if the nominated account is transferred or closed. If there are insufficient clear funds in *your account* to meet a *donation payment*: *you* may be charged a fee and/or interest by *your financial institution* and/or by *our financial institution*. *You* should check *your account* statement to verify that the amounts debited from *your account* are correct. If Diabetes Australia is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay Diabetes Australia on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

Accounts

You should check: a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions. b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and c) with *your financial institution* before completing a *regular donation form* if *you* have any queries.

Confidentiality

We will keep any information (including *your account* details) in *your regular donation form* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of our employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information. We will only disclose information that we have about *you*: a) to the extent specifically required by law; or b) for the purposes of this *agreement*.

Dispute

If *you* believe that there has been an error in debiting your account, *you* should notify *us* directly and confirm that notice in writing.

If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for *your financial institution* to adjust your account accordingly. If we conclude that your account has not been incorrectly debited we will respond to your query by providing you with reasons for this finding. If we cannot resolve the matter you can refer it to your financial institution which will obtain details from *you* of the disputed transaction and may lodge a claim on your behalf.

Notice

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to The Cure Club, GPO Box 3156, Canberra, ACT, 2600. Any notice will be deemed to have been received on the third working day after posting. *You* may also contact *us* at **cureclub@diabetesaustralia.com.au** or on **1800 800 977**.

Definitions

Account means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited or charged.

Agreement means this Service Agreement between *you* and *us*.

Donation payment means a particular transaction where a debit or credit donation is made.

Our financial institution is the financial institution where *we* hold the *account* in which a *donation payment* is received.

Regular donation banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia on which a *donation payment* is completed.

Regular donation form means the Donation Form between *us* and *you*.

Us or *we* means Diabetes Australia, (ABN 47 008 528 461) that *you* have authorised a *regular donation form*.

You means the person who signed the *regular donation form*.

Your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange a *regular donation*.

Disclaimer

The administration costs are less than 10% of the funds donated to Diabetes Australia Research Trust. Over 90% of funds donated help it support researchers in Australia, who are leading the world in research to prevent, treat and ultimately cure diabetes.